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appointed to take charge of said company and manage the same, pending the decision of the suit. *Held*, that an injunction was impracticable and that a receiver *pendente lite* should be appointed.

## CARRIERS.

*Carriers—Mileage—Issue on Conditions—Consideration of Contract.—Corcoran v. N. Y. C. & H. R. R. Co.*, 49 N. Y. Supp. 701. The statute provided that railroad companies should issue 1000-mile mileage books at two cents per mile, and declared a forfeiture of \$50 to the person to whom a railroad company should refuse to issue such book. The contract which defendant company required purchasers to sign on the mileage books read in part as follows: "It is only good for passage on the train when presented to the conductor with a passage ticket which had been received in exchange for the coupons which have been detached from this book." The passage ticket given in exchange for such coupons is subject to all the conditions in this contract, being good only for one continuous passage within the time named therein, and no stop-over will be allowed." The plaintiff boarded a train of the defendant company without procuring such passage ticket and offered it to the conductor. Upon the latter's refusal to accept it and demand for ticket or price of the same and plaintiff's subsequent refusal, plaintiff was forcibly ejected from the train. In an action to recover under the statute plaintiff contended that by force of the statute the conductor was bound to accept the mileage book, and that the contract was unauthorized by statute. *Held*, one judge dissenting, such contention good, there being no consideration for the contract. The performance of that which a party was under a previous legal, valid obligation to perform is not a sufficient consideration for a new contract. *Vanderbilt v. Schreyer*, 91 N. Y. 392, 401.

*Carrier—Duty to Passenger at Depot.—Wells v. N. Y. C. & H. R. R. Co.*, 49 N. Y. Supp. 510. In an action to recover damages for the death of plaintiff's intestate, her husband, it appeared that the deceased, upon showing his ticket to the gateman, was told to sit down, and that he would be notified when his train arrived. He therefore took a seat in the waiting room. Soon after it was noticed that he was ill and did not recognize acquaintances. The train had meanwhile arrived and departed without the deceased being notified. When the gateman noticed that he had failed to notify the deceased, and that he was in a sick condition, he instructed the policeman to put him out of the depot. The deceased was taken out, and wandering upon defendant's tracks was killed. *Held*, that the relation of carrier and passenger existed, and that under the circumstances defendant's employees were guilty of such negligence as to render the company liable. The question as to whether the condition of deceased was such that defendant might have refused to receive him as a passenger is not involved, as it did receive him as such. In case he was found, after he became a passenger, to be too ill to travel in safety, it was the duty of the defendant not to undertake to carry him, but to put him in a place of safety.

## BANKS AND BANKING.

*Banks—Checks—Insane Persons.—American Trust and Banking Co. v. Boone*, 29 S. E. Rep. (Ga.) 182. The check of a person lawfully adjudged insane *held*, to be absolutely void and that the bank paying it did so at its peril